

**TBPOC CONFERENCE CALL
November 17, 2009, 4:00 pm – 5:00 pm**

Topic		Presenter	Time	Desired Outcome
1.	SELF-ANCHORED SUSPENSION SUPERSTRUCTURE			
	a. CCO 108-S1 (Fabrication Impacts) *	T. Anziano, CT	20 min	Approval
	b. CCO 123-S1 (Shop Drawings, OBG Lifts 12 thru 14) *	T. Anziano, CT	20 min	Approval
2.	OTHER BUSINESS			
	a. TBPOC Letter to UC Berkeley*	S. Heminger	10 min	Approval
Next TBPOC Meeting: December 3, 1:00 PM – 4:00 PM Director's Conference Room, Sacramento				

*Attachments

ITEM 1: SELF-ANCHORED SUSPENSION SUPERSTRUCTURE

- a. CCO 108-S1 (Fabrication Impacts)

CONTRACT CHANGE ORDER

CCO: 108 Suppl. No. 1 Contract No. 04 – 0120F4 Road

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

You are directed to make the following changes from the plans and specifications or do the for this contract. **NOTE: This change order is not effective until approved**

Confidential DRAFT
Settlement purposes only
 CCO 108S1 POC -- 11-13-09 JRT

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Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

1. Modification of CCO 108S0 Provisions – "Item 1 – Department Participation in SCO No. 24"

Item No. 1, "Department's participation in Contractor's SCO No. 24 as indicated herein, up to \$13,000,000," of the first paragraph of CCO 108S0, in addition to the first, second, and third paragraphs of CCO 108S0 "Item 1 – Department Participation in SCO No. 24," are hereby deleted in their entirety and replaced with the following:

The Department compensated the Contractor \$750,000, plus applicable taxes and duties, as the Department's equal share of a \$1,500,000 down-payment made to Steel Fabricator ZPMC pursuant to Contractor SCO No. 24.

For each and every day that Shipment 3 (Tower Lift 1) departs the ZPMC fabrication facility before April 17, 2010, the Contractor will receive an incentive payment of \$300,000 per day. The total incentive payment shall not exceed \$12,250,000.

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For each and every day the that Shipment 1 (OBG Lift 1 through 4) departs the ZPMC fabrication facility after December 31, 2009, the Contractor shall pay to the State of California the sum of \$300,000 per day as a disincentive payment. The total disincentive payment shall not exceed \$10 million.

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2. Adjustment of Contract Time:

In accordance with Section 8-1.07, "Liquidated Damages", of the Standard Specifications, this supplemental change order provides an additional time extension of 77 working days, extending Project Completion to October 24, 2013. This change order resolves all RFI delays, submittal delays, and delays resulting from the Contract Change Orders (CCO's), as known as of the date of execution of this change order, listed below, in each case associated with fabrication of OBG Lifts 1-11 and the T1 Tower, being performed by Contractor's Structural Steel Fabricator (ZPMC). OBG Lifts 12, 13, and 14 drawing, fabrication, and construction impacts, if any, are specifically excluded from this change order. This change order specifically excludes time requested in Contractor's submittals ABF-SUB-001073, ABF-SUB-001144, and ABF-SUB-001347 for TIA#5, TIA#6, and TIA#7, respectively. This 77-day time extension shall be applied to the current contract completion date for each of the three phases; Phase 1, 2 and 3, as shown in Section 4, "Beginning of Work, Time of Completion and Liquidated Damages", of the Special Provisions. The 77-day time extension will be applied in accordance with Section 10-1.14, "Time Related Overhead", of the Special Provisions. The 77 day extension modifies Phase 1 contract completion date to October 29, 2012; Phase 2 contract completion date to April 27, 2013 and Phase 3 contract completion date to October 24, 2013.

This change order provides a time extension only for impacts to the fabrication of OBG Lifts 1-11 and the T1 Tower, being performed by Contractor's Structural Steel Fabricator (ZPMC), that are associated with the following pending or approved Contract Change Orders:

CCO 21 – OBG cross beam
 CCO 24 - Traveler Rail Modifications
 CCO 25 S0 and S1 – Hinge "A" joint and Barrier rail
 CCO 26 - Wind Generator Vortex Plates
 CCO 27 - Bearing Block and OBG access at PP 8
 CCO 28 - Handrail Modifications to West Deviation Saddle Access
 CCO 29 – Additional detailing for various RFI's
 CCO 33 – Bike path Brackets
 CCO 34 S1 and S2 – W2 & E2 ISD's
 CCO 36 – Tower Anchorage Base Plate
 CCO 38 S0 – Crossbeam Kink and tower Splice Revisions (detailing)
 CCO 38 S1 - Crossbeam Kink and tower Splice Revisions
 CCO 41- Pad Eye Modifications
 CCO 48 - Tower Strut Façade
 CCO 50 - Hinge A reactions Shear Plates
 CCO 54 S1 (RFCO 49) Differing site condition Foundation A1
 CCO 58 – Shipping Check Samples

CCO 62 – Tower doubler plate and Splice corner details
CCO 63 – Tower internal Shaft
CCO 64 – Tower Strut Façades and Cross Bracing
CCO 65 - Tower Access
CCO 66 – Caulking
CCO 68 – Tower Penetrations
CCO 76 – Hinge K Seismic Joint
CCO 78 – Forging Bearing Blocks at E2
CCO 89 S0 - Deck Panel Acceptance Criteria (Fabrication impacts limited to OBG Lifts 1-11)
CCO 89 S1 - Tack Weld Repair (Fabrication impacts limited to OBG Lifts 1-11)
CCO 91 S0 and S1 - Additional NDT (Fabrication impacts limited to OBG Lifts 1-11)
CCO 95 - Additional Detailing includes (RFCO 27, and RFCO 34)
CCO 97 - S wire
CCO 101 – Temporary T1 Tower stiffeners
CCO 103 - Box Girder Axial Camber
CCO 105 - Tower Fit Lugs
CCO 117 – Crossbeams and OBG bolted connections

3. Increase in Bid Item at Item Price:

Time associated with Contract Bid Item 5, Time Related Overhead, will be increased by an additional 77 days. CCO 108 S0 previously provided an increase in time of 120 days. Payment for the previously agreed upon increase of 120 days and the additional 77 days provided by this CCO 108 S1 will be included in this supplemental change order as an increase in quantity of time with a commensurate increase in the Bid Item.

Increase in Bid Item at Item Price (197 x \$86,000/day= \$16,942,000.00) \$16,942,000.00

Amounts due Contractor for this Bid Item are separate and distinct from the advanced payment of \$21,200,000.00 previously paid to Contractor more fully described below.

Deleted: and which are yet to be fully quantified.

4. Compensation of Direct Costs associated with the above CCOs.

Item 2 in CCO 108 S0

The Contractor shall accept the sum of (\$ TO BE DETERMINED) as full and complete settlement of all direct costs of the above CCOs.

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The advance payment of \$ 10,800,000 previously paid to Contractor shall be deducted from final amounts due under this CCO.

Deleted: will be included in those specific change orders. Total cost of these specific changes will be reconciled with the advanced payment made in CCO 108 S0 through a future supplement to CCO 108. ¶

5. Compensation of Indirect Costs for 197 day time extension and reconciliation of Item 3 CCO 108 S0

Item 3 in CCO 108 S0 is deleted in its entirety and replaced with the following:

Item 3 – Compensation of indirect cost associated with 197 days of project delay

It is recognized that certain RFIs and acts by the Department have contributed to delayed fabrication at the Steel Fabricator. This item represents an advanced payment to compensate the Contractor and Steel Fabricator for an estimated portion of the indirect cost for 197 days of indirect impacts to fabrication and the overall project (meaning in this context the additional overhead and shop space costs caused by delay). The full and final amount of such indirect costs is included in this supplemental CCO for a final amount of (\$ TO BE DETERMINED), not including Time Related Overhead, described under item 3 of this CCO.

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The parties agree that compensation under this item shall comprise Contractor's indirect cost, associated with 197 days of project delay to the extent not included in Contractor's TRO.

The advance payment of \$ 21,200,000 previously paid to Contractor shall be deducted from final amounts due under this CCO.

Deleted: and shall not exceed \$61,431,867.

Deleted: Quantification of indirect costs, other than TRO, have not been fully assessed by the parties and will be included in future supplements with the adjustment of compensation at Lump Sum of \$21,200,000.00.¶

6. Waiver of Liquidated Damages and reconciliation of Item 4 in CCO 108 S0.

In the event Liquidated Damages (LD) are assessed, both parties agree that the first 90 days of LD will be waived for Phases 1, 2 and 3 completion milestones. In the event that future increases in time exceeds 90 days in accordance with Bid Item 5, "Time Related Overhead" of the Special Provisions and

Section 8-1.07, "Liquidated Damages" of the Standard Specifications, the relief of LD will be rescinded and actual payments for time and impacts will be compensated under separate change orders. The 90 day LD waiver will be adjusted downward for every day of time extension granted after the execution of CCO 108 S1 in relation to the Phase(s) to which such extension applies.

Estimated Cost: Increase ☒ Decrease ☐ \$ (TBD)

By reason of this order the time of completion will be adjusted as follows: ~~120 wds provided under CCO 108S0~~, 77 wds provided under CCO 108S1

Submitted by		
Signature	Resident Engineer	
	Gary Pursell, Sup.T.E.	Date
Approval Recommended by		
Signature	Supervising Bridge Engineer	
	Richard Morrow, Sup.B.E.	Date
Engineer Approval by		
Signature	Principal Transportation Engineer	
	Peter Siegenthaler, Prin.T.E.	Date

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by		
Signature	(Print name and title)	Date

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CCO 108 Summary of ABF vs Caltrans Preliminary Cost Estimate

		ABF Estimate	CT Estimate	CT Comments
Item 1	Incentive	\$ 13,000,000	\$ 13,000,000	
Item 2	Adjustment of Contract Time			
Item 3	TRO	\$ 16,942,000	\$ 16,942,000	
Item 4	Direct Costs associated with CCOs, NOPCs, and RFCOs.	\$ 19,889,620	\$ 10,800,000	ABF to provide ZPMC shop rate and cost estimates for some CCOs
Item 5	Indirect Costs	\$ 61,431,871	\$ 37,337,524	
2	China Oversight	\$ 6,826,300	\$ 3,952,068	CT accounted for staff compensated for in CCO 77. ABF to provide explanation and org chart showing China staff for TT, OBG, T1, CCO 77, and shear leg
3	Equipment (not in TRO, not in Marine Access)	\$ 11,495,725	\$ 7,613,125	LCL duration analysis shows that it is no longer going to be used for erection of travelers and other work. That work can be done with Ringer Crane. Additional compensation is provided for the Ringer Crane to perform this work. ROW rates used as opposed to raw rental rates. Temp towers rate adjusted per Contract - 8hrs/day 5days/wk
4	ZPMC Indirects	\$ 27,787,383	\$ 23,250,866	Adjustment made for time and tax rate
5	Other Supplies / Subcontractor	\$ 1,922,044	\$ 1,288,601	TRO should not be included in calculation. Corrected for accounting errors.
6	Other Indirect not in TRO	\$ 4,494,217	\$ 773,655	Corrected for accounting errors. Some items are included in TRO. ABF to provide bonding information
7	Bid Item 139: Document Management System (PMIV)	\$ 71,500	\$ 34,811	Assume 50% can be supported by ABF not all items time dependent
8	Bid Item 130: Transportation for the Engineer (Engineers Boat)	\$ 325,000	\$ 317,604	No adjustment per Specs (Assume settlement \$ based on Daily bid price)
9	Bid Item 134: Establish Marine Access	\$ 8,072,578	\$ -	No adjustment per contract. Settlement Based on 54 months duration per CPM vs ABF calc of 31months. This item should be 0 and actual equipment counted as in Item 3
10	Bid Item 1: Working Drawing Campus	\$ 437,125	\$ 106,794	No adjustment per specs WDC moved to Vancouver assume that settlement costs cover ABF to go to Vancouver but this is paid under other CCOs Make adjustment of trailer and facility here at pier 7 - No PE stamp required assume 25%
	Grand Total	\$ 111,263,491	\$ 78,079,524	
	Delta	\$33,183,966		

ABF Cost analysis				Caltrans Option 1			Caltrans Option 2		
Item	Description	Unit/mo	Total 6.5 mo	Unit /Mo	Total 6.5 mo	Comments	Unit /Mo	Total 6.5 mo	Notes
1	TRO (Bid Item 5)	\$ 86,000	\$ 16,942,000		\$ 16,942,000	OK - Days previously agreed		\$ 16,942,000	
2	China Oversight	\$ 1,050,200	\$ 6,826,300	58%	\$ 3,952,068	Assumes double count with CCO 77		\$ 6,826,300	Assumes ABF can verify 95 people in china on contract work not on CCO 77
2.1	Staff incl. living allowance (labor, subsistence, housing)	\$ 915,000		\$ 529,737		See questions in xls			
2.2	Office (Island + Pudong)	\$ 20,500		\$ 11,868					
2.3	Travel, Food, Lodging	\$ 109,000		\$ 63,105					
2.4	Transportation	\$ 5,700		\$ 3,300					
3	Equipment (not in TRO, not in Marine Access)	\$ 1,768,573	\$ 11,495,725		\$ 2,978,866		\$ 1,913,475	\$ 12,437,589	includes entire fleet less
3.1	Floating Cranes	\$ 616,535		\$ 72,328		LCL is included in Marine Access also see duration analysis for LCL; Ringer Crane Only. Additionally ringer crane can be used to erect travelers and T1 erection tower.	\$ 616,535		Includes shear leg (LCL)
3.2	Barges	\$ 126,719		\$ 48,153		CT using ROW delay rate vs. raw monthly rate used by ABF	\$ 48,153		ABF should adjust
3.3	Other Cranes / Equipment	\$ 57,372		\$ 27,851		CT using established rental rate of \$618 vs 1247 for LR1300. May 09 Sched shows LR1300 was only to be used for erection of TTA-B..No Impact CT Assumes that It will be used for HPB after cable	\$ 27,851		
3.4	Misc Equipment	\$ 94,817		\$ -			\$ 237,715		
3.5	Boats (fuel)	\$ 142,367		\$ -		No change to field work as it pertains to the tug boats and crew boats. Extra work for tug boats are accounted for in relevant CCOs.	\$ 5,525		ABF should provide tug contracts if fuel is consumed (CT max assumes 3 crew boats fuel only
3.6	Additional Maintenance / Upkeep / Certification - Marine Access	\$ 90,000		\$ -		Included in the rental rates for idented equipment			
3.7	Temporary False work	\$ 400,000		\$ 293,921		Rental Rate=.03/100 lb per day for 5 days/week and 8hrs/day. assumed ROW=1.0	\$ 293,921		ABF should come down on their number based on 40hr/wk ~700k
3.8	Operators	\$ 184,609		\$ 122,765		Does not include SLOB Operators	\$ 184,609		
3.9	Anticipated Property Tax	\$ 56,154		\$ -		ABF To Provide Explanation as to how this is was determined and why it is not in rate			
	Equipment In EMDD (row added by CT)						\$ 499,166		
4	ZPMC Indirects	\$ 4,274,982	\$ 27,787,383		\$ 23,250,866	See Spreadsheet Tab 4		\$ 27,787,383	
4.1	Labor (2+18*40%)	\$ 1,289,085							
4.2	G&A Labor (12+13+14+18*40%)	\$ 782,638							
4.3	Equipment (3)	\$ 509,941							
4.4	Shop and yard spaces (5)	\$ 490,146							
4.5	Other (7-10 +4)	\$ 503,028							
4.6	Excess Bond / LC cost / Insurance (15+17)	\$ 305,970							
4.7	Import Duties due to increase of Supply Agreement #001 value	\$ 23,285							
4.8	CA Sales Tax due to increase of Supply Agreement #001 value	\$ 370,889							
5	Other Supplies / Subcontractor	\$ 295,699	\$ 1,922,044	\$ 198,134	\$ 1,288,601	assumes 4% & 40% labor ABF should provide a better breakdow	\$ 214,597	\$ 1,394,882	
5.1	Bleyco (TRO, labor escalation mainly)	\$ 53,965		\$ 28,630		Assume TRO included is OK ABF calculation Assumes \$/mo bond & insurance CT calc based on 1% & 0.8%	\$ 31,669		ABF number corrected for errors - Sam Choy agrees
5.2	FW Spencer (TRO, labor escalation mainly)	\$ 21,871		\$ 10,655		ABF calculation Assumes \$/mo bond & insurance CT calc based on 1% & 0.8%	\$ 11,847		ABF number corrected for errors - Sam Choy agrees
5.3	Certified (TRO, labor escalation mainly)	\$ 188,509		\$ 148,049		"	\$ 158,109		ABF number corrected for errors - Sam Choy agrees
5.4	Excess Bond / LC cost all other subs/sups	\$ -							ABF number corrected for errors - Sam Choy agrees
5.5	Excess Insurance cost all other subs/sups	\$ -							
5.6	Paving contractor	\$ 20,214		\$ 8,889		ABF calculation Assumes \$/mo bond & insurance CT calc based on 1% & 0.8%	\$ 10,949		ABF number corrected for errors - Sam Choy agrees
5.7	Precast subcontractor	\$ 11,140		\$ 1,911		ABF assumed 100% labor component Bid item 40 Precast fender? ABF calculation Assumes \$/mo bond & insurance CT calc based on 1% & 0.8% and 40% labor of bit item 40	\$ 2,023		Used ABF number for \$ but only 40% also corrected for errors
6	Other Indirect not in TRO	\$ 691,418	\$ 4,494,217		\$ 773,655		\$ 646,121	\$ 4,199,784	
6.1	Insurance in excess of TRO (>\$55m)	NA							
6.2	Excess Bond / LC cost	\$ 158,140		\$ -	\$ -	included in Markups?? ABF \$ of CCO? LOC cost/mo should decrease over time?	\$ 153,128		
6.3	Excess Bond Premium	\$ 421,687		\$ 415,082		How is this calculated? CT 1% on ABF portion of CCO This should be total cost not monthly cost included in Markups	\$ 415,082		
6.4	Field labor escalation	\$ 55,165	\$ 358,573	\$ 358,573		CT assumes correct ABF to provide explanation	\$ 55,165		
6.5	Indirect Labor escalation	\$ 33,680	\$ 218,920	TRO		TRO? What is this based on?	TRO		
6.6	Fuel price exposure	\$ 12,746		\$ -		ABF assumed risk of fule price fluxation	\$ 12,746		
6.7	Pier Security	\$ 10,000		TRO		ABF states this is CCO 8 work	\$ 10,000		
		Total	\$ 69,467,668		\$ 49,186,057	71%		\$ 69,587,938	
Cost Included in the following Bid Items are not included in the above Cost Calculation:									
7	Bid Item 139: Document Management System (PMIV)	\$ 11,000	\$ 71,500	\$ 10,750	\$ 34,811	ABF assumes total Item /days =\$/day Assume this can be supported by ABF (need to check Bid Item payments & SOV) @50%	\$ 10,750	\$ 69,873	ABF number corrected for 2490 days /contract assume 100% payment
8	Bid Item 130: Transportation for the Engineer (Engineers Boat)	\$ 50,000	\$ 325,000	\$ 48,862	\$ 317,604	No adjustment per Specs (Assume settlement \$ based on Daily bid price)	\$ 48,862	\$ 317,604	ABF number corrected for 2490 days /contract
9	Bid Item 134: Establish Marine Access	\$ 1,241,935	\$ 8,072,578		\$ 4,634,259	Based on 54 months duration per CPM This item should be 0 and actual equipment counted.	\$ -	\$ -	Equipment in above expanded EMDD; EMA=0
10	Bid Item 1: Working Drawing Campus	\$ 67,250	\$ 437,125		\$ 106,794	No adjustment per specs WDC moved to Vancouver -paid under other CCOs. Make adjustment for trailer and facility here at pier 7 - No PE stamp required assume 25%		\$ 213,589	Assume 50%
Bid Item SubTotal			\$ 8,906,203	\$ 5,093,469 57%			\$ 601,065 7%		
Total (including TRO)			\$ 78,373,871	\$ 54,279,525 69%			\$ 70,189,003 90%		
Indirect SubTotal (Less TRO)			\$ 61,431,871	\$ 37,337,525 61%			\$ 53,247,003 87%		
Corrected for errors ~			\$ 59,431,871				\$ 8,184,867 Delta		
							\$ 6,184,867 ~ when ABF is adj		

FOR COMPROMISE SETTLEMENT NEGOTIATIONS ONLY

	Caltrans	ABFJV	delta:
ZPMC Incentive	\$13,000,000	\$13,000,000	-
Direct Cost CCOs (list in CCO108s1)	\$10,000,000	\$12,766,000	(2,766,000)
TRO for 6.5 months	\$16,942,000	\$16,942,000	-
Indirects for 6.5 months (ABF+ZPMC):	below: } \$37,942,000	below: } \$78,072,896	
China Oversight	? \$4.0	\$6,826,300	
Equipment not in TRO	? \$7.6	\$11,194,749	
ZPMC Indirects	? \$23.2	\$27,787,376	
Other Suppliers/Subcontractors	? \$1.2	\$1,922,042	
Other Indirects not in TRO	? \$1.0	\$4,494,223	
PMIV, CT's Boat, Drawing Campus	? \$10.5	\$833,625	
Establish Marine Access	? \$0	\$8,072,581	
Total:	\$60,942,000	\$103,838,896	(42,896,896)
Previously included in CCO108s0			
ZPMC Incentive	\$13,000,000	\$13,000,000	
Downpayment Direct Cost CCOs	\$10,800,000	\$10,800,000	
TRO for 6.5 months	\$0	\$0	
Downpayment Indirects (ABF+ZPMC)	\$21,200,000	\$21,200,000	
Total:	\$45,000,000	\$45,000,000	
Balance to be included in CCO108s1	\$15,942,000	\$58,838,896	(42,896,896)

* ASSESSED MARINE ACCESS FUEL
IN "MARINE ACCESS" AND INCLUDED
IN "EQUIPMENT NOT IN TRO"

**ITEM 1: SELF-ANCHORED SUSPENSION
SUPERSTRUCTURE**

- b. CCO 123-S1 (Shop Drawings, OBG Lifts 12
thru 14)

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 123 Suppl. No. TBA Contract No. 04 – 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

You are directed to make the following changes from the plans and specifications or details of this contract.
NOTE: This change order is not effective until approved by the Department.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate items unless otherwise stated, rates for rental of equipment cover only such time as equipment is used. Percentage shown is the net accumulated increase or decrease from the original quantity.)

DRAFT
POC 11-13-09 JRT

Deleted: ABF 110-12096-09 JRTV2

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Adjustment of Compensation at Lump Sum:

In addition to the \$5,850,000.00 Lump Sum compensation amount provided under Contract Change Order (CCO) No. 123S0, the Department will compensate the Contractor's detailer Candraft-Tensor LLC for mobilization of additional staff, re-assigning current work to other firm(s) and committing sufficient staff through the accelerating period.

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Adjustment of Compensation at Lump Sum.....\$ 750,000.00

Incentive Scheme providing Adjustment of Compensation at Unit Price:

In addition to the \$5,850,000.00 Lump Sum compensation amount provided under Contract Change Order (CCO) No. 123S0, and the Lump Sum compensation in this CCO, for the benefit of the project (and thus for the benefit of both the Department and the Contractor) the Department will compensate the Contractor with the following incentives to substantially complete Lifts 13E, 13W, 14W, and 14E shop drawings before each of the dates specified herein. In the best interest of minimizing delays and expediting the project schedule, Contractor will determine if and when it is appropriate to advance certain "approved" and "approved as noted" shop drawings for fabrication without further revision. For the purpose of this CCO, "substantially complete" shop drawings are defined as drawings or sheets that are either "approved" or "approved as noted" by the Department, and that the Department and the Contractor agree are in an appropriate state for release for fabrication to the Structural Steel Fabricator.

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The release of "substantially complete" shop drawings for fabrication, when agreed to by the Department and Contractor pursuant to the above, shall not relieve the Department of design responsibility. The Department hereby acknowledges that the Contractor, its suppliers and subcontractors will not be held responsible for east end orthotropic box girder impacts resulting from any design changes ordered in writing by the Department and that were, for any reason whatsoever, omitted from any "substantially complete" shop drawing released for fabrication by the parties or that were ordered in writing by the Department after said release of "substantially complete" shop drawings for fabrication.

The Department will compensate the Contractor with the following incentives to finalize Lift 13E, 13W, 14W and 14E Shop Drawings on or before the dates indicated herein. The incentive mechanism in this CCO is not intended to have any impact or place any restraint on any entitlement the Contractor has to the direct cost impact of the delay to the final design development and preparation and approval of east end orthotropic box girder working drawings. Except for the payment entitlements set out below, the Contractor is not entitled to any incentive-based payment for achieving substantial completion of shop drawings within the time frames set out below.

For each Lift 13E shop drawing submitted prior to 5:00 pm (PST) on January 1, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete, the Contractor will receive incentive compensation of \$ 650 per shop drawing sheet, not to exceed \$ 1,000,000.

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The estimated Adjustment of Compensation at Unit Price.....\$ 1,000,000.00

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For each Lift 13W shop drawing submitted prior to 5:00 pm (PST) on February 1, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete, the Contractor will receive incentive compensation of \$ 650 per shop drawing sheet, not to exceed \$ 1,000,000.

Deleted: March

The estimated Adjustment of Compensation at Unit Price.....\$ 1,000,000.00

For each Lift 14E shop drawing submitted prior to 5:00 pm (PST) on February 15, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete the Contractor will receive incentive compensation of \$ 1,250 per shop drawing sheet, not to exceed \$ 1,000,000.

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The estimated Adjustment of Compensation at Unit Price.....\$ 1,000,000.00

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO:	123	Suppl. No.	TBA	Contract No.	04 - 0120F4	Road	SF-80-13.2/13.9	FED. AID LOC.:
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For each **Lift 14W** shop drawing submitted prior to 5:00 pm (PST) on February 28, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer, and agreed to be substantially complete, the Contractor will receive incentive compensation of \$ 1,250 per shop drawing sheet, not to exceed \$ 1,000,000.

Deleted: March

The estimated Adjustment of Compensation at Unit Price.....\$ 1,000,000.00

Total Estimated Cost of this Change Order\$ 4,750,000.00

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If ninety-five per cent (95%) of the shop drawings for **Lifts 13 (E and W), and 14 (E and W)** that are not substantially complete by the dates set out above are agreed to be substantially complete **before** MarchApril 30, 2010, the Contractor will be paid a lump sum of \$ 500,000.00.1,000,000.00. ¶

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.....\$ 1,500,000.00000,000.00¶

Deleted: 54,250000,000.00

CCO: 123

Suppl. No. TBA

Contract No. 04 – 0120F4

Road SF-80-13.2/13.9

FED. AID LOC.:

Estimated Cost:

Increase ☐

Decrease ☒

\$ 4,750,000.00

Deleted: 5,250,000

By reason of this order the time of completion will be adjusted as follows:

Time Deferred

Submitted by		
Signature	Resident Engineer	Date
	Gary Pursell, Sup.T.E.	
Approval Recommended by		
Signature	Supervising Bridge Engineer	Date
	Richard Morrow, Sup.T.E.	
Engineer Approval by		
Signature	Principal Transportation Engineer	Date
	Peter Siegenthaler, Prin.T.E.	

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by		
Signature	(Print name and title)	Date

ITEM 2: OTHER BUSINESS

- a. TBPOC Letter to UC Berkeley



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

Toll Bridge Program Oversight Committee
Department of Transportation
Office of the Director
1120 N Street
P.O. Box 942873
Sacramento, CA 94273-0001

November 17, 2009

Mr. Robert J. Birgeneau
Chancellor
University of California, Berkeley
200 California Hall, #1500
Berkeley, CA 94720

Dear Chancellor Birgeneau:

I write to bring to your attention a matter of serious public concern. Several years ago, one of your professors – Abolhassan Astaneh-Asl – decided to bring attention to himself by regularly commenting on the high-profile project to replace the seismically deficient east span of the San Francisco-Oakland Bay Bridge. Over the course of time, Professor Astaneh's assertions about the safety of both the new and existing east spans have grown wilder and more scurrilous, culminating in his taped interview broadcast on KTVU-TV on November 9th during which he advocated full closure of the existing bridge and accused Caltrans engineers of "criminal negligence" for failing to do so.

When Governor Pete Wilson decided in 1996 that it made more sense to replace the east span rather than retrofit the existing 70 year-old bridge, Professor Astaneh initially supported that decision. In fact, he submitted his own design for a new east span to the Metropolitan Transportation commission for consideration during its design review process in 1997. When the professor's design was rejected by a panel of structural and seismic engineering experts, he promptly changed course and began loudly criticizing both the design review process and the decision to construct a new bridge.

Since that time, he has made repeated statements that the new structure itself will be seismically deficient and unsafe, without once offering peer-reviewed scientific evidence that such is the case. He has been invited by Caltrans on numerous occasions to present evidence to substantiate his claims before that department's independent Seismic Advisory Board, but he has declined every invitation. Apparently, Professor Astaneh prefers to attempt to frighten the public through media declarations rather than interact professionally with his peers on issues of public safety.

As you may know, the construction of the new east span has been the subject of repeated delays, many of them caused by the political interference of certain local elected officials opposed to the new east span's alignment, its suspension design, its capacity to accommodate rail transit and so forth. Professor Astaneh carried on his apparent campaign against the new span by aligning

Robert J. Birgeneau
November 17, 2009
Page 2 of 2

himself with each new diversionary and distracting issue that came along, materially aiding those who delayed construction of this seismic safety project by at least two years.

Now that the old east span is back in the news due to the discovery of a failed eye bar during the recent Labor Day closure to install the Yerba Buena Island detour structure, Professor Astaneh has generated renewed media attention. He is currently advancing the manifestly contradictory position that the existing bridge – which he once declared capable of complete seismic strengthening for only \$200 million – is so unsafe because of the failure of one among several hundred eye bars that it should be closed immediately. Frankly, I do not know what to make of his comments other than that he appears willing to provide whatever sound bites will ensure his appearance on the evening news.

I hereby request that the University of California conduct a peer review of Professor Astaneh's claims or formally request that he present his claims to Caltrans' independent Seismic Advisory board and publish the results of such review. Absent this action, I believe the unsubstantiated claims made by Professor Astaneh will continue to bring considerable disrepute on your fine university. Academic free speech in pursuit of the truth is one thing. Irresponsible fear-mongering is quite another.

Sincerely,

STEVE HEMINGER
TBPOC Chair
Executive Director
Bay Area Toll Authority

BIMLA G. RHINEHART
TBPOC Vice-Chair
Executive Director
California Transportation Commission

RANDELL H. IWASAKI
Director
California Department of Transportation

SH:ml